BILL NO. S-81-07-21

SPECIAL ORDINANCE NO. S-169-81

AN ORDINANCE approving a Contract for infiltration/inflow analysis between the City of Fort Wayne, Indiana, and E.S.E.I., Inc.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain Contract dated June 17, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and E.S.E.I., Inc. for:

> the infiltration/inflow analysis and report for theSt. Joseph Township Sewer System. The have detailed proposal presentation, have experience doing infiltration/inflow work and have completed work for the City of Fort Wayne,

at a total cost of $22,895.00, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND LEGALITY JULY 10, 1981.

BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 7-14-81

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 7-28-81

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-169-81

on the 28th day of July, 19 81.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of July, 19 81, at the hour of 1:00 o'clock P. M.,E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 3rd day of August 19 81, at the hour of 11 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-07-21

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a Contract for infiltration/inflow analysis between the City of Fort Wayne, Indiana, and E.S.E.I., Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 4/28/81 CHARLES W. WESTERMAN, CITY CLERK

70-214-25 H.I.
6/17/81

AGREEMENT

THIS AGREEMENT, made in duplicate this 17th day of June 1981 by and between the City of Fort Wayne, Indiana, acting by and through its Mayor and Board of Public Works (hereinafter referred to as Owner), and E.S.E.I. inc., Suite 2424, 211 W. Washington Street, South Bend, Indiana 46601, (hereinafter referred to as CONSULTANT), WITNESSETH, THAT;

WHEREAS, the OWNER is in need of the preparation of AN INFILTRATION/INFLOW ANALYSIS AND REPORT OF ST. JOSEPH TOWNSHIP SANITARY SEWER SYSTEM (herein referred to as PROJECT)

WHEREAS, the OWNER desires to proceed with a Sewer System Evaluation Survey (S.S.E.S.) if the Project supports it. The Project shall conform to all of the requirements set forth by the United States Environmental Protection Agency.

WHEREAS, there are Federal and State funds to assist in the financing of municipal wastewater facilities and the OWNER intends to request said funds for planning, design, and construction of pollution control projects, and;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

a. Owner hereby employes Consultant to perform the services hereinafter prescribed and agrees to pay consultant the fee also hereinafter prescribed for the performance of such services;

b. Consultant hereby accepts such employment and agrees to perform such services for said fee;

c. All subject to the provisions and conditions of the Agreement as hereinafter set forth and prescribed.

ARTICLE I: THE CONSULTANT'S SERVICES

The CONSULTANT will prepare the PROJECT in accordance with his proposal labeled No. 81-121.

ARTICLE II: DUTIES OF THE OWNER

The OWNER agrees to provide the CONSULTANT with complete information that is available concerning the requirements of the project and to perform as follows:

a. Make available all prior studies, reports, etc., and all wastewater treatment facilities, records, pump stations charts, etc.

b. Provide access to and make all provisions for the CONSULTANT to enter upon public lands as required to perform said work as surveys, testing, inspection, etc., in the development of the project.

c. Promptly hold all meetings required by the CONSULTANT to review the project, and inform the CONSULTANT of any additions, changes, or defects in the project.

ARTICLE III: SUBCONTRACTING

The CONSULTANT shall not assign this contract without the written consent of the OWNER. In addition, the CONSULTANT shall also obtain written authorization from the OWNER before subcontracting any work on this project ot others, except those scientific experts routinely employed by the CONSULTANT in such projects.

ARTICLE IV: RECEIVERSHIP OR BANKRUPTCY OF CONSULTANT

If CONSULTANT goes into receivership (even though not voluntary) or bankruptcy, regardless of by whom petitioned, including any of the reorganization chapters of the Federal Bankruptcy Act, OWNER shall have the right to terminate this Agreement upon written notice thereon to CONSULTANT and shall be obligated to pay CONSULTANT only that proportion of the amount prescribed in Paragraph 5 below, as the work then completed by CONSULTANT is to the entire services CONSULTANT hereby agrees to perform.

ARTICLE V: PAYMENT TO THE CONSULTANT

This agreement is a fixed lump sum type contract in the amount of $22,895.00 which may not be increased or decreased except to the extent that a contract amendment modifies the scope of work.

The CONSULTANT may submit to the Board of Public Works one (1) partial payment request providing the request exceeds one thousand ($1,000.00) dollars. When the final payment request is made, the OWNER may retain fifteen (15) percent of the invoiced amount until the project has been cetified by the I.S.P.C.B. and approved by the U.S. E.P.A. However, this retainage will be released in any event by January 1, 1982.

Upon approval of such payment request by the OWNER, payment upon properly certified vouchers shall be made to the CONSULTANT for the amount of the invoice.

The total time for payment from the date the invoice was received until the payment is mailed shall not exceed thirty (30) days.

ARTICLE VI: RECORDS AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall cause to be maintained complete, accurate, and detailed recordds of all time devoted to the PROJECT or other expenses incurred by him or others employed by him in connection with the services rendered under Article I of this Agreement. The OWNER or his authorized representative or any appropriate Federal or State agency may at all reasonable times audit such records. All reports, drawings, data, etc., which are instruments of the service compiled by the CONSULTANT for this PROJECT pursuant to this Agreement becomes the sole property of the OWNER. The OWNER may reuse or adapt any of these instruments of service without permission of or further compensation to the CONSULTANT.

ARTICLE VII: REPORT

A final report summarizing all the work done by the CONSULTANT with both his recommended method for the OWNER to proceed with a Sewer System Evaluation Survey and his estimated manhours and cost to accomplish ths Program will be submitted to the OWNER.

ARTICLE VIII: COMPLETION

The project will be completed promptly within 70 days from the date of the receipt of notice to proceed from the OWNER, assuming availability on a timely basis of adequate data from existing sources.

ARTICLE IX: NON-DISCRIMINATION

The CONSULTANT hereby agrees that it will not exclude any person from participation in said PROJECT on the grounds of race, color, or national origin; nor shall any person be subject to discrimination, under the provisions of Title VI of the Civil Rights Act of 1964 and Section 15-13, 15-13A, Article III, Chapter 15 of the Code of the City of Fort Wayne, 1974, as amended; nor shall any person be subjected to any such discrimination on the grounds of sex or religion under the provisions of said Act nor under the provisions of any laws of the State pertaining thereto.

ARTICLE X: GUARANTEES

The CONSULTANT guarantees that all data collected over the contract will be correct and accurate. All projections made as part of this PROJECT will represent the best technical effort of the CONSULTANT and will employ up-to-date "State of the Arts" methods. The final report will be completed in a format acceptable to the OWNER and the U.S. Environmental Protection Agency. The CONSULTANT shall attend all necessary meetings with regulatory authorities pursuant to the PROJECT.

ARTICLE XI: COUNCILMANIC APPROVAL

It is understood and agreed tht this Agreement is in all respects subject to approval by the Common Council of the City of Fort Wayne, by duly adopted ordinance, and if such ordinance is not accepted within a period of forty-five (45) days after the date of execution hereon, this contract shall be null and void and of no further force and effect except the OWNER may elect to compensate the CONSULTANT for any reasonable services rendered prior to the time the ordinance is not adopted by the Common Council.

ARTICLE XII: WORKMEN'S COMPENSATION

The CONSULTANT agrees to procure and maintain at his expense until final payment by the OWNER, insurance of the kinds required by the State of Indiana for Workmen's Compensation, Bodily Injury, Property Damage, Automobile Injury and Damage, etc., which indemnifies the OWNER from any and all such claims.

ARTICLE XIII: EXECUTION

The OWNER andd the CONSULTANT hereby agree to the full performance of the covenants both contained and stated herein.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals in attestation of the foregoing:

ESEI, inc.
ECOLSCIENCES ENVIRONMENTAL GROUP
MIDWEST REGION
211 WEST WASHINGTON STREET
SUITE 2424
SOUTH BEND, INDIANA 46601

Edward F. Bradley
President

ATTEST:

CITY OF FORT WAYNE, INDIANA

_____ BY: _____

WIN MOSES, JR., MAYOR

ATTEST:

BOARD OF PUBLIC WORKS

Sandra E. Kennedy

SANDRA E. KENNEDY, CLERK

_____

Roberta Anderson Staten

ROBERTA ANDERSON STATEN, MEMBER

Betty R. Collins

BETTY R. COLLINS, MEMBER

APPROVED AS TO FORM & LEGALITY:

Richard D. Smallen

ASSOCIATE CITY ATTORNEY

THIS INSTRUMENT PREPARED BY: C. Duane Embury, P.E., Chief Water Pollution Control Engineer

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 8, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: ST. JOE TOWNSHIP "I/I PROPOSAL"

Gentlemen and Mrs. Schmidt:

The Contract to complete the infiltration/inflow analysis and report for the St. Joseph Township Sewer System is recommended for the firm of ES EI, Inc. ES EI, Inc. has detailed proposal presentation, has experience doing infiltration/inflow work, has completed work for the City of Fort Wayne (Plan of Study for CSO Project).

The Board of Public Works respectfully request "Prior Approval" so Federal monies can be secured. Special Ordinance for formal approval will be submitted in the very near future.

Yours truly,

MARK L. AKERS, CHAIRMAN BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

sa

approved:

ATTEST:

Chales Westerman, City Clerk

S-81-07-21

TITLE OF ORDINANCE THE CONTRACT TO COMPLETE THE INFILTRATION/INFLOW ANALYSIS .

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE THE CONTRACT TO COMPLETE THE INFILTRATION/INFLOW ANALYSIS AND REPORT FOR THE ST. JOSEPH TOWNSHIP SEWER SYSTEM IS RECOMMENDED FOR THE FIRM OF ES EI, INC. ES-EE, INC. HAS DETAILED PROPOSAL PRESENTATION, HAS EXPERIENCE DOING INFILTRATION/INFLOW WORK, HAS COMPLETED WORK FOR THE CITY OF FORT WAYNE (PLAN OF STUDY FOR THE CSO PROJECT)

PRIOR APPROVAL APPROVED JUNE 8, 1981 AND ATTACHED.

EFFECT OF PASSAGE THE COMPLETION OF THE ST. JOSEPH TOWNSHIP SEWER SYSTEM.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $22,895.00 TO BE PAID BY CITY UTILITIES

ASSIGNED TO COMMITTEE